

The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

**NATCHITOCHEs CITY COUNCIL MEETING  
MARCH 12, 2012  
7:00 P.M.**

**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 27, 2012**
5. **RECOGNIZE:**  
**McCain**      **Marc Millican – Alaska Air Carriers Association Pilot of the Year Award**  
**Payne**      **Mrs. Pearl Payne – Appreciation for gift of L. A. Payne Scrapbook to LSU**
6. **BIDS – AWARD:**  
**#015 Mims**      Ordinance Authorizing the Mayor to AWARD the Bid for Water System Improvements, Fluoride Chemical Feed Station, at the Water Treatment Plant (Bid No. 0523)  
                         Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif
7. **ORDINANCES – INTRODUCTION:**  
**#011 Morrow**      Ordinance Approving Of A Proposed An “Ultimate No Build Zone” In Areas Adjacent To The Natchitoches Regional Airport As Shown And Depicted On A Map Prepared By Airport Development Group, Inc., Said No Build Zone Intended To Accommodate Clearance For Existing Runways And Proposed Extensions Of Same, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.
8. **ORDINANCES – FINAL:**  
**#013 Nielsen**      Ordinance Approving The Contract For Services With Zambelli Fireworks Manufacturing Company, PyroAgent, Inc. and Showtech Production, Inc. Setting The Terms And Conditions Of Said Contract(s), And Authorizing The Execution Of The Agreement(S) By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertizing And A Savings Clause

**#014 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The State Of Louisiana, Department Of Culture Recreation And Tourism, Historic District Development Commission, Natchitoches Parish Tourism Commission, Northwestern State University, Cane River Heritage Area, And The Historic District Businessowners Association, Whereby The City And Other Entities Will Create The Natchitoches Tri-Centennial Commission, And Develop City Park For The Tri-Centennial Celebration, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

**#018 Morrow** Resolution Authorizing The Mayor To Enter Into An Agreement With The State Of Louisiana Department Of Transportation And Development For Natchitoches Intersection Safety Improvements (State Project No. H.009174)

**#019 Nielsen** Resolution Re-Appointing Clifford Luttrell And Tommy Chester As A Members Of The Natchitoches Fire And Police Civil Service Board

**#020 McCain** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport for the Airport Layout Plan (State Project No. 935-01-0029. H.009683)

**#021 Payne** Resolution Authorizing the Mayor to Execute Change Order No. 1 to the Contract Between the City of Natchitoches and ELA Group, Inc. for the Construction of an 80' X 100' Hangar at the Natchitoches Regional Airport (Bid No. 0509)

**#022 Mims** Resolution Appointing Stacy McQueary As Clerk Of The Council For The City Of Natchitoches

**#023 McCain** Resolution Approving Work Order Addendum No. Two Revised 2/12 To The General Services Agreement No. One Between Airport Development Group, Inc. And The City Of Natchitoches To Extend The Scope Of Work To Construct New 120' X 100' Service Hangar With Apron, And Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute Said Work Order Addendum No. Two Revised 2/12, Providing For Advertising And An Effective Date (City Bid No. 0504 LADOTD Project No. 935-01-0034)

**#024 Mims** Resolution Authorizing the Mayor to Execute An Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport for the Seal Coat Taxiways Project (State Project No. H.009669)

10. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

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**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF  
LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MARCH 12, 2012, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 12, 2012, at 7:00 p.m.

There were present:

Councilman At Large Don Mims, Jr.  
Councilmen: Jack McCain, Larry Payne, Dale Nielsen  
Councilwoman Sylvia Morrow

Absent:           None

The Mayor opened the meeting by welcoming everyone to the meeting. The Mayor then asked everyone to rise for the Invocation given by Mr. Bryan Wimberly, followed by the Pledge of Alliance led by Larry Payne.

The Mayor then called for the reading and approval of the Minutes of the February 27, 2012 meeting. Mr. McCain made a motion to dispense with the reading and approve the Minutes. Ms. Morrow seconded the motion. The roll call vote was as follows:

AYES:           McCain, Morrow, Payne, Nielsen, Mims.  
NAYES:         None  
ABSENT:        None

Mr. Jack McCain next introduced Marc Millican, who was a pilot with Northwest Airlines and is now employed by Delta Airlines. Mr. Millican lives in Anchorage Alaska, owns a house here in Natchitoches on Cypress Street, has purchase a lot on Sibley Lake and had bought two hangars at our airport. Mr. Millican was recently awarded with the Alaska Air Carriers Association Pilot of the Year Award. Mr. McCain reminded the Council that Mr. Mullican put on the air show here in Natchitoches a few years ago. Mr. McCain presented Mr. Millican with an award from the City of Natchitoches congratulating him for this outstanding achievement. Mr. Millican stated that he loves Natchitoches and thanked the Council.

Mr. Larry Payne next introduced Ms. Pearl Payne. Mr. Payne stated that Ms. Pearl Payne was 93 years young and she has worked in this community extensively. Mr. Payne stated that Ms. Pearl Payne's husband broke the race barrier at LSU by being the first African American to attend LSU. Ms. Payne kept a scrap book which was recently donated to LSU. Mr. Larry Payne presented an award to Ms. Pearl Payne honoring her for gifting L. P. Payne's scrapbook to LSU. Ms. Pearl Payne thanked the Council and stated that she cherishes Natchitoches and appreciates everything everyone has done for her over the years.

The following Ordinance was Introduced Mr. Mims and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 015 OF 2012**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY  
OF NATCHITOCHES TO AWARD THE BID FOR WATER SYSTEM  
IMPROVEMENTS, FLOURIDE CHEMICAL FEED STATION, AT THE WATER  
TREATMENT PLANT**

**(BID NO. 0523)**

**WHEREAS**, Resolution No. 014 of 2012 was passed by the Natchitoches City Council on February 27, 2012 authorizing the Mayor to open bids for water system improvements, fluoride chemical feed station, at the Water Treatment Plant, Bid No. 0523; and

**WHEREAS**, three bid proposals were received and opened as follows:

- (1) Cecil D. Gassiot, LLC  
Alexandria, LA .....\$91,500.00
- (2) Hemphill Construction Co.  
Florence, Ms .....\$107,946.00
- (3) J. S. Haren Construction Co.  
Athens, TN .....\$67,900.00

**WHEREAS**, on March 1, 2012, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilwoman Sylvia Morrow, reviewed the bids received; and

**WHEREAS**, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **J. S. Haren Construction Company** of Athens, TN in the amount of \$67,900.00.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES: Mims, Payne, Nielsen, McCain, Morrow**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: None**

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 12<sup>th</sup> day of March, 2012 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of February, 2012 at 10:00 A.M.



# CITY OF NATCHITOCHES

*Oldest Settlement in the Louisiana Purchase*

## OFFICE OF PURCHASING

Wayne McCullen  
Mayor

Don Mims, Jr. **March 1, 2012**  
Councilman At Large

Jack McCain, Jr. **Mayor Wayne McCullen**  
Councilman  
District 1 **City Hall**

Dale Nielsen **Natchitoches, LA 71457**  
Councilman  
District 2

Sylvia Morrow  
Councilwoman  
District 3

Larry Payne  
Councilman  
District 4

**Dear Mayor McCullen,**

**The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Norman Nassif, Professional Engineer, with Nassif Professional Engineering and Architectural Services, Natchitoches, LA, on Bid # 0523, for the purchase and installation of a Fluoride Chemical Feed Station.**

**The committee was unanimous in its decision to award the bid to the lowest responsive bidder, J. S. Haren Co., Athens, TN, with a bid of \$67,900.00. The other bids received were from Cecil D. Gassiott, LLC, Alexandria, LA, in the amount of \$91,500.00 and Hemphill Construction Co. Inc., Florence, MS, with a bid in the amount of \$107,946.00.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this award at the City Council meeting on March 12, 2012.**

**Sincerely,**

**Pat Jones**  
**Director of Finance**

**Edd Lee**  
**Director of Purchasing**

**Don Mims**  
**Councilman At Large**

**Bryan Wimberly**  
**Director of Utilities**

*Copied  
Edd Lee  
3/2/12*



professional engineering and architectural services

March 1, 2012

City of Natchitoches  
P.O. Box 37  
Natchitoches, Louisiana 71458-0037

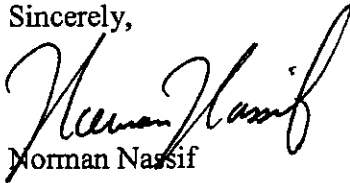
Attention: Mr. Bryan Wimberly, Utility Director  
Mr. Edd Lee, Purchasing Director

Re: Water System Improvements  
Fluoride Chemical Feed Station at  
Water Treatment Plant  
Reference No.: 11-075-B

Dear Bryan & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached. Accordingly, we recommend that the construction contract be awarded to the low Bidder, J.S. Haren Company in the amount of \$ 67,900.00.

Sincerely,



Norman Nassif

NN/nn  
Enclosure

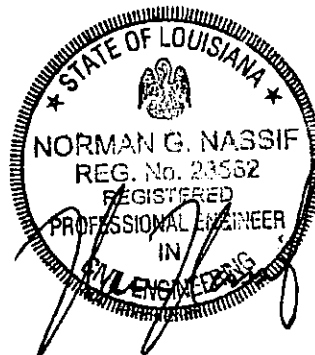
Cc: Each Bidder:  
Cecil D. Gassiot, LLC  
Hemphill Construction Company, Inc.  
J. S. Haren Company  
(w/ copy of bid tabulation)

**BID TABULATION**  
**CITY OF NATCHITOCHEs**

**WATER SYSTEM IMPROVEMENTS**  
**FLUORIDE CHEMICAL FEED STATION**  
**AT**  
**WATER TREATMENT PLANT**  
**(Bid No. 0523)**

**Date:** Monday, February 27, 2012  
**Time:** 4:00 pm Bids Received; 7:00 pm Bids Opened during Council Mtg.  
**Location:** CON Council Chambers

Bidder	Base Bid Amount
1. Cecil D. Gassiott, LLC	\$ 91,500.00
2. Hemphill Construction Co., Inc.	\$ 107,946.00
3. J.S. Haren Company	\$ 67,900.00
4.	
5.	
6.	
7.	



Sylvia Morrow next introduced Ordinance No. 11 of 2012 approving of a proposal of an "Ultimate No Build Zone" in area adjacent to the Natchitoches Regional Airport for the purpose of future development at the airport. Mr. Larry Cooper of the Natchitoches Regional Airport stated that there has been occasions that someone asked to build in the area near the airport approaches. Mr. Larry Payne asked how this would affect the value of the property. Mr. Larry Cooper advised that this would be one of the items to discuss at the hearings. Mr. Edd Lee explained that the purpose of this Ordinance at this time is for the exploration of the Airport's options. Mayor McCullen stated that this ordinance stands introduced and will be on the agenda again in two weeks for a final vote.

**ORDINANCE NO. 011 OF 2012**

**AN ORDINANCE APPROVING OF A PROPOSED AN "ULTIMATE NO BUILD ZONE" IN AREAS ADJACENT TO THE NATCHITOCHES REGIONAL AIRPORT AS SHOWN AND DEPICTED ON A MAP PREPARED BY AIRPORT DEVELOPMENT GROUP, INC., SAID NO BUILD ZONE INTENDED TO ACCOMMODATE CLEARANCE FOR EXISTING RUNWAYS AND PROPOSED EXTENSIONS OF SAME, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

**WHEREAS**, The Natchitoches Regional Airport has been and will continue to be important to the development of the City and Parish of Natchitoches, Louisiana, and

**WHEREAS FURTHER**, The Airport Commission and the City Council of the City of Natchitoches are of the opinion that it is important to provide for the future development of the Natchitoches Regional Airport, and

**WHEREAS FURTHER**, it is anticipated that the future development of the Natchitoches Regional Airport will include runway extensions of the existing runways 17 and 35; and

**WHEREAS FURTHER**, in addition to anticipated runway extensions, it is important to the future of the Natchitoches Regional Airport to provide for adequate Building Restriction Lines, Runway Protection Zones, Object Free Zones and Runway Visibility Zones; and

**WHEREAS FURTHER**, issues regarding the above Zones have arisen in recent years when building developments have been proposed near or adjacent to the Natchitoches Regional Airport; and

**WHEREAS FURTHER**, The Airport Commission has recommended to the City of Natchitoches that it adopt a "No Build Zone" in order to protect the Airport as it currently exists and also provide for future expansion of the Airport; and

**WHEREAS FURTHER**, Airport Development Group, Inc., has developed a map depicting a proposed "No Build Zone", a copy of which is attached hereto; and

**WHEREAS FURTHER**, the "No Build Zone" provides for existing Building Restriction Lines, Runway Protection Zones, Object Free Zones and Runway Visibility Zones and also allows and provides for future runway extensions of runways 17 and 35; and

**WHEREAS FURTHER**, it is hereby declared the policy of the City of Natchitoches, Louisiana to take steps necessary to secure aviation easements or other similar easements to implement the "No Build Zone" in order to provide for a safe and efficient Airport; and

**WHEREAS FURTHER**, the City Council declares its intent to adopt and implement the "No Build Zone" as depicted on the attached map; and

**NOW THEREFORE BE IT ORDAINED** by the City Council in regular session convened that the City of Natchitoches does hereby adopt a "No Build Zone" as shown and depicted on the attached map prepared by Airport Development Group, Inc., and does declare that it is the intent of the City of Natchitoches to take the steps necessary to implement the "No Build Zone" as soon is practical.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 013 OF 2012**

**AN ORDINANCE APPROVING THE CONTRACTS FOR SERVICES WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY, PYROAGENT, INC. AND SHOWTECH PRODUCTION, INC. SETTING THE TERMS AND CONDITIONS OF SAID CONTRACT(S), AND AUTHORIZING THE EXECUTION OF THE AGREEMENT(S) BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTIZING AND A SAVINGS CLAUSE**

**WHEREAS**, the City of Natchitoches desires to enter into Contracts with Zambelli Fireworks Manufacturing Co., PyroAgent, Inc. and Showtech Production, Inc. (sometimes hereinafter "Zambelli, PyroAgent and Showtech") to provide exhibitions, sound, lighting and displays of fireworks for the celebrations of the Fourth of July and Natchitoches Christmas Festival; and

**WHEREAS**, the City finds that the proposed Contract and Agreements (Attachments A and B and C) and terms of the three Contracts are acceptable; and

**WHEREAS**, in consideration of Zambelli, PyroAgent and Showtech Production, Inc. performing the services, the City agrees to pay Zambelli for the Fourth of July display and the eight displays in the months of November and December, 2012, as well as Showtech Production, Inc. for the Christmas Festival display, described in Attachment A, B and C herewith; and

**WHEREAS**, the City Council of the City of Natchitoches has reviewed the attached Contracts and approves same.

**NOW THEREFORE BE IT ORDAINED** that the City Council does hereby authorize and empower Mayor, Wayne McCullen, to represent the City and execute Contracts with Zambelli Fireworks Manufacturing Co., PyroAgent, Inc. and Showtech Production, Inc. for the designing, exhibition, sound, lighting and displaying of fireworks for the City of Natchitoches on July 4<sup>th</sup> and the Natchitoches Christmas Festival season as represented in Attachments A, B, and C, copies of which are attached hereto and made a part hereof.

This Ordinance was introduced on the 27<sup>th</sup> day of February, 2012 and published in *The Natchitoches Times* on March 12, 2012 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Payne, Mims, McCain, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 12<sup>th</sup> day of March, 2012 by a vote of 5 ayes to 0 nays.

  
WAYNE MCCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of March, 2012

# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 14th day of February, 2012, by and between:

*Zambelli Fireworks Manufacturing Co.* of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

*City of Natchitoches - Natchitoches, LA* - (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions of, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

belli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display to be exhibited on the display date set forth below, hereinafter referred to as the "Display Date", or on the postponement date set forth below if the Display is postponed as provided herein, hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

<b>Display Date:</b>	<b>November 17, 2012</b>	<b>\$5,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>November 24, 2012</b>	<b>\$5,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>December 1, 2012</b>	<b>\$35,000.00</b>	<b>6PM</b>	<b>Fired from North &amp; South site's</b>
	<b>December 8, 2012</b>	<b>\$10,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>December 15, 2012</b>	<b>\$10,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>December 22, 2012</b>	<b>\$5,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>December 29, 2012</b>	<b>\$5,000.00</b>	<b>7PM</b>	<b>Fired from South site only</b>
	<b>December 31, 2012</b>	<b>\$5,000.00</b>	<b>7PM &amp; Midnight</b>	<b>Fired from South site only</b>

2. Zambelli agrees to furnish the services of display technicians, hereinafter referred to as "Display Technicians" who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

it, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum as per the amounts outlined in para #1 above, hereinafter referred to as the "Purchase Price", with deposits paid as per the invoice attached to this contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police,

monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.

9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.

11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price
- (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price
- (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price
- (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price

12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.

13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.

14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.

16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.

17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.

18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 1/2 %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or, considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts,

labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to the signer below.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

BY

Wayne Mc Cullen  
date  
3-14-2012

FOR: Zambelli Fireworks Manufacturing Co.

BY

[Signature] 3/25/12  
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**

**PO Box 1463**

**New Castle, PA 16103**

724-658-6611

800-245-0397

FAX 724-658-8318

3/25/12

# ZAMBELLI

## FIREWORKS

Manufacturing Company

www.zambellifireworks.com

US Corporate Headquarters  
PO Box 1463  
New Castle, PA 16103  
724.658.6611 or 800.245.0397  
724.658.8318 (Fax)

Invoice Date:	February 14, 2012
Invoice Number:	
Customer Number:	#10-11211

### INVOICE

SOLD TO: *City of Natchitoches*  
*Natchitoches, LA*

SHOW DATE	DESCRIPTION	TOTAL PRICE
-----------	-------------	-------------

November 17, 2011	One Display of Fireworks	\$5,000.00
November 24, 2011	One Display of Fireworks	\$5,000.00
December 1, 2011	One Display of Fireworks	\$35,000.00
December 8, 2011	One Display of Fireworks	\$10,000.00
December 15, 2011	One Display of Fireworks	\$10,000.00
December 22, 2011	One Display of Fireworks	\$5,000.00
December 29, 2011	One Display of Fireworks	\$5,000.00
December 31, 2011	One Display of Fireworks	\$5,000.00

Total \$80,000.00

#### Payment Terms as follows:

\$10,000.00 deposit made on 6/15/12

\$25,000.00 payment made on or before 11/17/12

\$10,000.00 payment made on or before 12/1/12

\$10,000.00 payment made on or before 12/8/12

\$10,000.00 payment made on or before 12/15/12

\$5,000.00 payment made on or before 12/22/12

\$5,000.00 payment made on or before 12/29/12

\$5,000.00 payment made on or before 12/31/12

\*\*\* PLEASE RETURN COPY OF INVOICE WITH PAYMENT \*\*\*

Contract of  
Slay Fireworks

This agreement entered on 7/9/12 by and between Slay Fireworks party of the first part and The City of Natchitoches, LA party of the second part.

Slay Fireworks agrees to display for The City of Natchitoches, LA on July 4, 2012 in a location designated by The City of Natchitoches and approved by Slay Fireworks one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells and effects and not on shell count. Slay Fireworks agrees to furnish sufficient labor to set up and shoot the fireworks.

The City of Natchitoches, LA agrees to furnish the necessary police protection at all times during the preparation of the exhibition and firing of same, and for at least a period of 30 minutes after the exhibition is fired. Slay Fireworks agrees to inspect the area the night of the display to safely remove and dispose of any unexploded shells or live components. Furthermore, The City of Natchitoches, LA agrees to take responsibility for the cleanup of fallout debris that may remain on the property after the display. The City of Natchitoches, LA agrees to procure any and all necessary permits and license, which may be required by the municipal or state authorities. Slay Fireworks will do a post display inspection the night of the display and as soon as reasonably possible the next morning.

Slay Fireworks agrees to furnish insurance, Public Liability and Property damage in a General Aggregate amount of two Million Dollars to The City of Natchitoches, LA.

Slay Fireworks agrees that in the event of rain or inclement weather, a postponement may be made to a date to be determined by both parties up until 12/31/2012. There will be a postponement fee, if the display has been delivered to the site of actual cost incurred. If The City of Natchitoches, LA notifies us of a postponement prior to the display leaving our warehouse there will be an administration fee for cost incurred. In the event of total cancellation before set up, The City of Natchitoches, LA agrees to pay 50% of the contract price plus expenses incurred. It is also understood and agreed by the parties hereto that in the event the fireworks have been taken out and set up before any rain then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereafter named compensation.

Slay Fireworks shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

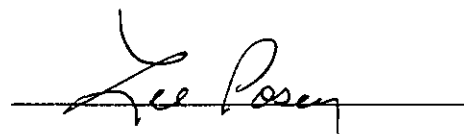
The City of Natchitoches, LA agrees to pay a deposit of \$3,000.00 on the total contract price of \$6,000.00 with the balance to be paid to Slay Fireworks prior to or on the day the exhibition is performed.

By:

  
J. Michael Slay

President

By:



City of Natchitoches, LA

Contract of  
Slay Fireworks

This agreement entered on 5-21-12 by and between Slay Fireworks party of the first part and The City of Natchitoches, LA party of the second part.

Slay Fireworks agrees to display for The City of Natchitoches, LA on July 4, 2012 in a location designated by The City of Natchitoches and approved by Slay Fireworks one exhibition of fireworks, in accordance with the program that was mutually agreed upon. We reserve the right to make substitutions of equal or greater value as long as it does not reduce the value of the program that was agreed upon. The cost of this program is based on the value of the shells and effects and not on shell count. Slay Fireworks agrees to furnish sufficient labor to set up and shoot the fireworks.

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Slay Fireworks shall not incur any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control without limitation legal or regulatory restrictions.

The City of Natchitoches, LA agrees to pay a deposit of \$3,000.00 on the total contract price of \$6,000.00 with the balance to be paid to Slay Fireworks prior to or on the day the exhibition is performed.

By:

By:

\_\_\_\_\_  
J. Michael Slay  
President

  
City of Natchitoches, LA

# PYROAGENT INC.

PO BOX 830

FRANKLIN PA 16323

E-MAIL: pyroagent@pyroagent.com

PHONE- 877-277-7747

PHONE- 814-437-5562

FAX- 814-437-6677

## LETTER OF AUTHORIZATION

The City of Natchitoches, Natchitoches, LA P.O. Box 37 Natchitoches, LA 71458 hereby authorizes PyroAgent, Inc. of P.O. Box 830 Franklin, PA 16323 to act on its behalf to solicit a bid and contract for a fireworks display according to its specifications.

This authorization will continue annually or until the City of Natchitoches, P.O. Box 37 Natchitoches, LA 71458 rescinds the authorization to act on its behalf.

This authorization can only be rescinded when made in writing to PyroAgent, Inc. by an authorized agent of the City of Natchitoches, Natchitoches, LA 71458.

**The budget for this year July 4<sup>th</sup> 2012 Fireworks Display is \$6,000.00 gross. Pease make check payable to Slay Fireworks.**

The City of Natchitoches, Natchitoches, LA P.O. Box 37 Natchitoches, LA 71458 agrees to pay a 15% Fee for services rendered to PyroAgent Inc. P.O. Box 830, Franklin, Pennsylvania 16323.

The fee is computed by multiplying .15 % times the total gross.

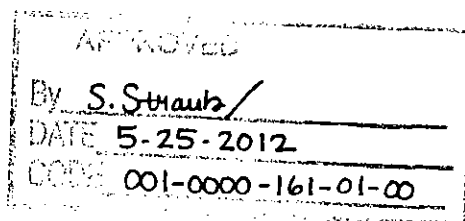
The City of Natchitoches, Natchitoches, LA P.O. Box 37 Natchitoches, LA 71458 agrees that PyroAgent Inc. is to be paid from the gross proceeds and agrees that PyroAgent, Inc. is to receive said Fee- Net 10 from the Firework vendor unless other arrangements are made in advance and in writing. The date of the presentation or Firework Display budget gross can be changed year to year by the City of Natchitoches with written notice to PyroAgent, Inc..

Date: 5-21-12

City of Natchitoches, Natchitoches, LA

BY:

Wayne McCullen  
Authorized Agent



# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 14th day of F  
*Zambelli Fireworks Manufacturing Co.* of New Castle, Pennsylvania (hereinafter re  
-AND-

*City of Natchitoches – Natchitoches, LA* – (hereinafter referred

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fire

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

**Display Date:** July 4, 2012

**Postponement Date:** \_\_\_\_\_

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$6,000.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
  - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
  - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price
  - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to the signer below.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_  
date

BY \_\_\_\_\_  
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**

**PO Box 1463**

**New Castle, PA 16103**

724-658-6611

800-245-0397

FAX 724-658-8318

# ZAMBELLI

## FIREWORKS

### Manufacturing Company

www.zambellifireworks.com

US Corporate Headquarters  
PO Box 1463  
New Castle, PA 16103  
724.658.6611 or 800.245.0397  
724.658.8318 (Fax)

<b>Invoice Date:</b>	<b>February 14, 2012</b>
<b>Invoice Number:</b>	
<b>Customer Number:</b>	<b>#10-11211</b>

## INVOICE

SOLD TO: *City of Natchitoches*  
*Natchitoches, LA*

SHOW DATE	DESCRIPTION	TOTAL PRICE
-----------	-------------	-------------

July 4, 2012

One Display of Fireworks

\$6,000.00

*50% Deposit Payment Due*

\*\*\* PLEASE RETURN INVOICE WITH PAYMENT \*\*\*

# ZAMBELLI

F I R E W O R K S  
Manufacturing Company  
www.zambellifireworks.com  
COMMUNICATION SHEET

Communication Sheet must be completed in its entirety and returned.  
Do **NOT** complete items with "Same as Last Year" or Already on File:  
A Zambelli representative will contact one of the following  
for further instructions.

**ZAMBELLI FIREWORKS MANUFACTURING COMPANY**  
PO Box 1463  
New Castle, PA 16103  
724.658.6611 or 800.245.0397  
724.658.8318 (Fax)

Customer Information	Show Information
Customer Name: _____	Show Date: _____
Address: _____	Rain Date: _____
City: _____	Time of Show: _____
State: _____ Zip: _____	Duration of Show: _____
Firing Site Location	Storage Site Location
Description _____	Description _____
Site Contact Name _____	Site Contact Name _____
Phone Number _____	Phone Number _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Contact Person	Alternate Contact #1
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____
Alternate Contact #2	Alternate Contact #3
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____

**Suggested Routing from New Castle::**

# ZAMBELLI

F I R E W O R K S

Manufacturing Company  
www.zambellifireworks.com

## INSURANCE REQUISITION FORM

CUSTOMERNAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DISPLAY DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

DISPLAY LOCATION: \_\_\_\_\_

NAMES OF ADDITIONAL INSURED: (Please include all sponsors): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF PROPERTY OWNER OR DISPLAY SITE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATE TO BE ISSUED TO: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH YOUR SIGNED CONTRACT IN ORDER FOR THE INSURANCE CERTIFICATE TO BE PROCESSED. OUR INSURANCE COMPANY REQUIRES THAT WE HAVE THIS FORM IN ADDITION TO THE SIGNED CONTRACT PRIOR TO THE CERTIFICATE BEING ISSUED.

THE INSURANCE COMPANY ALSO REQUIRES THAT A DIAGRAM OF THE DISPLAY SITE AND A DESCRIPTION OF THE SURROUNDING PROPERTIES BE SUBMITTED BEFORE THE SHOW. PLEASE ATTACH THE DIAGRAM TO THIS FORM. IF YOU HAVE ANY QUESTIONS. PLEASE CONTACT THE INSURANCE AND LOSS PREVENTION DEPARTMENT AT 1-800-245-0397.

# ZAMBELLI

F I R E W O R K S

Manufacturing Company  
www.zambellifireworks.com

## REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Dear Customer:

Our goal is to provide you with the **BEST** possible display for your event dollar under the safest conditions. **IT IS OF THE UTMOST IMPORTANCE THAT YOU SUPPLY US WITH A DIAGRAM OR MAP OF THE DISPLAY AREA.** The map/diagram should show distances from the firing site to spectators, parking areas, buildings etc.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

The **BEST** results can only be achieved with preparation and planning, therefore it is a prerequisite that we receive this information to plan your show.

Distances ( in feet) from the firing site to the following:

- 1) **Spectators/Audience/Viewing Area** \_\_\_\_\_ Feet
- 2) **Parking Areas** \_\_\_\_\_ Feet
- 3) **Occupied Buildings: (Residents)** \_\_\_\_\_ Feet
- 4) **Public Buildings: (Schools, Churches, Hospitals  
Correctional Facilities, Etc.)** \_\_\_\_\_ Feet
- 5) **Fuel Pumps/Storage, Explosive/Toxic Material Storage  
(Gasoline Stations, Refineries, Etc.)** \_\_\_\_\_ Feet
- 6) **Temporary Event Set-ups: (Tents, Carnival Rides,  
Concession Stands, Etc.)** \_\_\_\_\_ Feet
- 7) **Highways, Roads, Streets, Etc.** \_\_\_\_\_ Feet
- 8) **Overhead Obstructions: (Power Lines, Lighting, Etc.)** \_\_\_\_\_ Feet
- 9) **Active Railroads** \_\_\_\_\_ Feet

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SAFE SHOWS ARE A RESULT OF PROPER PLANNING!**

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. McCain as follows, to-wit:

**ORDINANCE NO. 014 OF 2012**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF CULTURE RECREATION AND TOURISM, HISTORIC DISTRICT DEVELOPMENT COMMISSION, NATCHITOCHES PARISH TOURISM COMMISSION, NORTHWESTERN STATE UNIVERSITY, CANE RIVER HERITAGE AREA, AND THE HISTORIC DISTRICT BUSINESSOWNERS ASSOCIATION, WHEREBY THE CITY AND OTHER ENTITIES WILL CREATE THE NATCHITOCHES TRI-CENTENNIAL COMMISSION, AND DEVELOP CITY PARK FOR THE TRI-CENTENNIAL CELEBRATION, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.**

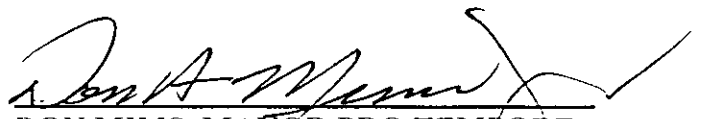
This Ordinance was introduced on the 27<sup>th</sup> day of February, 2012 and published in *The Natchitoches Times* on March 2, 2012 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, McCain, Morrow, Payne</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 12<sup>th</sup> day of March, 2012 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13<sup>th</sup> day of March, 2012

## Stacy McQueary

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**From:** Stacy McQueary  
**Sent:** Thursday, August 30, 2012 11:46 AM  
**To:** Tommy Murchison  
**Subject:** Pending documents

Tommy,

Please let me know the status of the following Ordinances:

**Ordinance No. 014 of 2012** - Coop Agreement with different entities to develop City Park for the Tri-Centennial celebration. I only have the title and this was finalized at the March 12<sup>th</sup> City Council meeting.

**Ordinance No. 052 of 2011** – Easement and Servitude Stamey & Miller Properties.

**Ordinance No. 029 of 2012** – Franchise agreement- Randy Ziegler.

Thanks,  
Stacy

*Stacy McQueary  
Clerk & Administrative Assistant  
P.O. Box 37  
Natchitoches, LA 71458-0037  
Telephone: (318) 352-2772  
Fax: (318) 357-3829  
Email: [smcqueary@natchitochesla.gov](mailto:smcqueary@natchitochesla.gov)*

## **Carol Steadman**

---

**From:** Carol Steadman  
**Sent:** Monday, March 19, 2012 8:28 AM  
**To:** 'Tommy Murchison'  
**Cc:** Stacy McQueary  
**Subject:** Need final ordinances on the below

Tommy:

**Ordinance No. 012** regarding the lease/purchase of the Thaxton property has not been completed. This was finalized at the Feb 27<sup>th</sup> city council meeting by title only. I need the agreement and final ordinance.

**Ordinance No. 010** is up for final vote at the 3/26 meeting. I need the lease.

**Ordinance No. 006** was voted on at the 2/27 city council meeting. I am also holding this before I can publish. I need the ordinance (I have title only) and the coop agreement. This is for the Historic Foundation/Roque House.

**Ordinance No. 014** – Coop Agreement with different entities to develop City Park for the tri-centennial celebration. I just have the title and this was finalized at the March 12<sup>th</sup> meeting. I need this also in order to publish the minutes.

I know it's a lot but I am literally on hold in publishing. Please let me know what to do.

Thanks  
Carol

Carol S. Steadman  
Clerk & Administrative Assistant  
P. O. Box 37  
Natchitoches, LA 71458-0037  
Telephone: (318) 352-2772  
Fax: (318) 357-3829  
Email: [csteadman@natchitochesla.gov](mailto:csteadman@natchitochesla.gov)

## Stacy McQueary

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**From:** Stacy McQueary  
**Sent:** Tuesday, May 01, 2012 3:27 PM  
**To:** 'Tommy Murchison'  
**Subject:** 014 Tricentennial Commission & Develop City Park

Tommy,

Do you have the body of Ordinance no. 014 of 2012?

Thanks,  
Stacy

*Stacy McQueary  
City of Natchitoches  
Office of the Mayor  
P. O. Box 37  
700 Second Street  
Natchitoches, LA 71458-0037  
Telephone: (318) 352-2772  
Fax: (318) 357-3829*

## Carol Steadman

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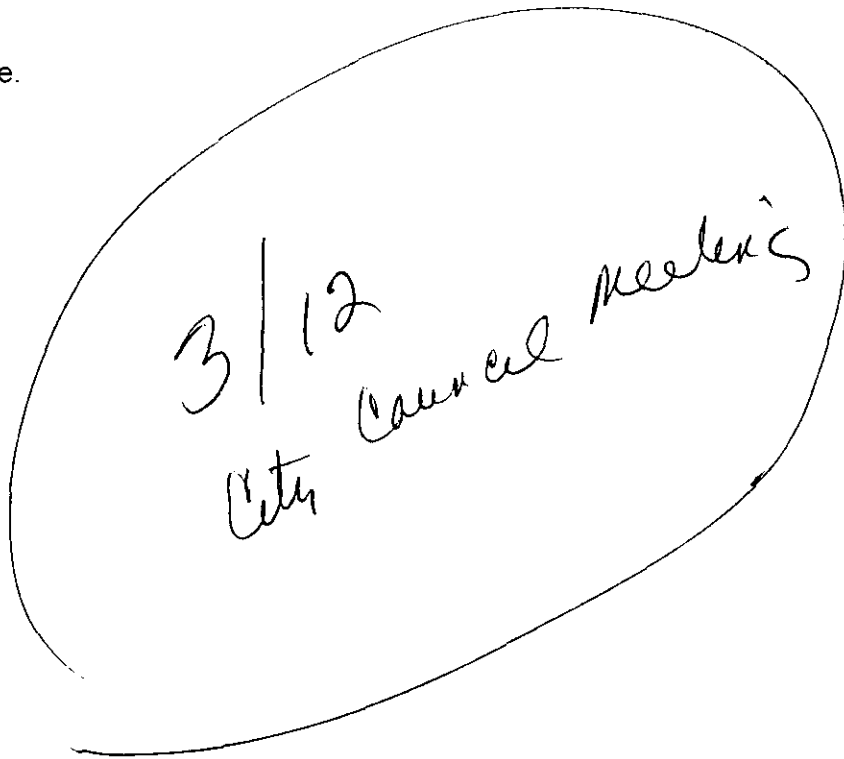
**From:** Carol Steadman  
**Sent:** Thursday, March 22, 2012 10:27 AM  
**To:** 'Tommy Murchison'  
**Subject:** 014 TriCentennial Commission and Develop City Park.doc  
**Attachments:** 014 TriCentennial Commission and Develop City Park.doc

Tommy:

I also need the body of this ordinance.

Thanks for your hard work.

Carol



The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

**RESOLUTION NO. 018 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER  
INTO AN AGREEMENT WITH THE STATE OF LOUISIANA DEPARTMENT  
OF TRANSPORTATION AND DEVELOPMENT FOR NATCHITOCHES  
INTERSECTION SAFETY IMPROVEMENTS  
(STATE PROJECT NO. H.009174)**

**WHEREAS**, under the provisions of Title 23, United States Code "Highways", as amended, Highway Safety Transfer funds have been appropriated out of the Highway Trust Fund to finance "Local Road Safety Program" projects under the direct administration of DOTD and the City of Natchitoches has requested an appropriation of funds to finance a portion of this project; and

**WHEREAS**, the road safety improvements that are to be undertaken under this project are the purchase and installation of regulatory and warning signs, flashing solar beacons and pavement markings as per the attached drawings at the intersections of Church Street at Fourth Street and Lake Street at Powell Street; and

**WHEREAS**, the cost of this project will be a joint participation between the City of Natchitoches and the U.S. Department of Transportation, contributing through the LA DOTD 100% of the purchase costs of materials, and the City of Natchitoches contributing 100% of the installation costs.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize Mayor Wayne McCullen to execute the Entity/State Agreement for State Project No. H.009174, more fully identified in the Agreement attached hereto.

This Resolution shall be in full force and effect from and after its adoption.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Morrow, Nielsen, Mims, Morrow, Payne</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 12<sup>th</sup> day of March, 2012.

  
WAYNE McCULLEN, MAYOR

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.009174  
NATCHITOCHES INTERSECTION SAFETY IMPROVEMENTS  
NATCHITOCHES PARISH**

**THIS AGREEMENT**, is made and executed in three original copies on this 10 day of April, 2012, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as "**DOTD**", and **City of Natchitoches**, a political subdivision of the State of Louisiana, hereinafter referred to as "**Entity**".

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways", as amended, Highway Safety Transfer funds have been appropriated out of the Highway Trust Fund to finance 'Local Road Safety Program' projects under the direct administration of DOTD; and

**WHEREAS**, the Entity has requested an appropriation of funds to finance a portion of the project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but will take the form of disbursements of eligible expenditures as provided herein; and

**WHEREAS**, the Entity insures the project is part of Transportation Improvements Program (TIP), which serves to implement the area wide transportation plan held currently valid by the appropriate local officials; and

**WHEREAS**, the Entity agrees to abide by the policies and procedures set forth in State Purchasing Regulations; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided:

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

**ARTICLE I: PROJECT DESCRIPTION**

The road safety improvements that are to be undertaken under this project are the purchase and installation of regulatory and warning signs, flashing solar beacons and pavement markings as per the **attached** drawings at the following 2 intersections in the City of Natchitoches:

1. Church Street @ 4<sup>th</sup> Street

2. Lake Street @ Powell Street

For purposes of identification and record keeping, the following State Project Number has been assigned to this project:

**State Project No. H.009174**

All invoices incurred in the performance of these services shall be identified with this project number.

**ARTICLE II – SERVICES BY ENTITY**

The services to be performed by the Entity shall be the procurement and installation of regulatory and warning signs, flashing solar beacons, pavement markings and steel posts.

<u>Description</u>	<u>Quantity</u>
Sign, 30"x30", Stop, R1-1	8
Sign, 36" x 36", Symbol, Stop Ahead, W3-1	8
Sign, 30" x 30", Cross Road Signs, W2-1	8
24" x 12' Stop Bar, PreMark 8430566	4
2" x 12' Square Post, 12 gauge, part no. 744883 or equal	8
10' U-channel galvanized steel posts as per DOTD specifications	16
Kleen Break Assembly, XKB42520-G or equal	8
2 ¼"x 36" anchor sleeve, 12 gauge, part no. 739204 or equal	8
C & C Signal, Model S12, 12" Yellow Flashing Solar Beacon w/bracket or equal	8

Signs shall be purchased under DOTD Purchase Requisition No. 4400000588 and pavement marking under DOTD Purchase Requisition No. 246198. Adjustments may be made to the quantity of signs and the quantity and/or type posts provided approval is given by the Local Road Safety Program Director.

**ARTICLE III - PROCUREMENT REQUIREMENTS**

The Entity procurement procedures shall conform to state and local laws and regulations and specifically the provisions of La. R.S. 38:2212.

The Entity shall not begin procurement procedures until official authorization has been received from DOTD.

**ARTICLE IV - FUNDING**

The cost of this project will be a joint participation between the Entity and the U.S. Department of Transportation, hereinafter "USDOT", with the USDOT contributing, through the DOTD,

100% of the purchase costs of materials and the Entity contributing 100% of the installation costs. The USDOT will provide a maximum amount of \$19,000 using Highway Safety Transfer funds. The Entity may, however, incorporate items of work into the project not eligible for Federal-Aid participation at its own costs.

**“For services eligible for disbursement, no Notice to Proceed shall be issued and no compensable costs may be incurred prior to a formal notification from DOTD that authorization has been received. Any costs incurred prior to such authorization will not be compensable.”**

#### **ARTICLE V: DBE REQUIREMENTS**

It is the policy of the Federal Highway Administration that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

The Entity or its contractor agrees to ensure that Disadvantaged Businesses (DBE) as defined in 49 CFR 26 have maximum opportunity to participate in performance of contracts and subcontracts financed in whole or in part with Federal funds. The Entity or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Entity or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD or other such remedy as DOTD deems appropriate.

The Entity or its contractor shall utilize the services of banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The above requirements shall be physically included in all subcontracts entered into by the Entity or its Contractor.

#### **ARTICLE VI: INCIDENTAL COSTS**

Incidental Project costs, if any, incurred by the Entity shall be its responsibility. Incidental Project costs, if any, incurred by DOTD will be absorbed by DOTD.

## **ARTICLE VII: COST DISBURSEMENTS**

The DOTD will disburse the Entity monthly the correct ratio of the costs of pre-construction engineering services, right-of-way acquisitions, utility adjustments, material purchase costs, contract administration and the costs of construction in effect at the time of authorization. The Entity shall render invoices monthly for disbursement, which invoices shall be submitted with an executed DOTD Cost Disbursement Certification by the proper designated official of Entity. Upon receipt of each disbursement requested, Entity is required to tender payment for the invoiced cost and within sixty (60) days from receipt of payment from DOTD, Entity will provide proof of said payment. All such charges shall be subject to verification, adjustment and/or settlement by the DOTD's Audit Officer.

When the final costs of engineering services, right-of-way acquisitions, utility adjustments, material purchase costs, construction and construction engineering have been determined, adjustments will be made (except as noted above for construction engineering charges) so that the amount of participation in these items will not exceed the percentages outlined in Article II. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. The Entity acknowledges, however, that the USDOT will not participate in the cost of those items not constructed in accordance with the approved plans and specifications and in this event the Entity will be obligated to assume full financial responsibility. The Entity shall also submit all final billings for all phases of work within one year after the completion of final acceptance of the project. Failure to submit these billings within the specified one year period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity.

The Entity shall reimburse the DOTD any and all amounts which may be cited by the USDOT or DOTD due to the Entity's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse the DOTD any and all cited amounts within a thirty (30) day period after notification, all future payment requests from the Entity will be held until the cited amount is exceeded at which time only the amount over and above the cited amount(s) will be released for payment. Additionally, no new Local Road Safety Program or Urban System project will be approved until such time as the cited amount is reimbursed to the DOTD.

The participation by the DOTD and the USDOT in the project shall in no way be construed to make the DOTD or the USDOT a party to the contract between the Entity and its contractor.

## **ARTICLE VIII: COST RECORDS**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection

by DOTD and/or Legislative Auditor, the USDOT, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

#### **ARTICLE IX: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made, however this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the project prior to the purchase of the items covered in this Agreement.
3. By DOTD due to the withdrawal or reduction of State or Federal funding for the Project.
4. By DOTD for just cause, including but not limited to, violation of any provision of this Agreement.

#### **ARTICLE X: PROJECT RESPONSIBILITY**

DOTD, its officers, engineers and employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Entity will assume full responsibility for the project development and will save harmless DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

#### **ARTICLE XI: COMPLIANCE WITH CIVIL RIGHTS**

The Entity agrees to abide by the requirements of the following, as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XII: PUBLIC LIABILITY**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XIII: FINAL INSPECTION AND MAINTENANCE**

Upon purchase and installation of all regulatory and warning signs, flashing solar beacons and pavement markings by the Entity, the DOTD Local Road Safety Program Manager shall be notified so that a final review and/or inspection can be scheduled.

The Entity shall assume all maintenance or other recurring costs associated with the subject procurement.

#### **ARTICLE XIX: CONTRACTUAL OBLIGATIONS OF THE STATE**

The provisions of this Agreement are in no way and to no extent intended to nor shall they be construed in any manner which will impair the contractual obligations of the State, DOTD, or the Entity, in violation of Louisiana Constitution, Article 1, § 23.

#### **ARTICLE XX: HOUSE BILL 1 COMPLIANCE**

Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

Entity understands and agrees that no funds will be transferred to Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA  
CITY OF NATCHITOCHES

Harry McVeaney  
Chad S. Steiner

BY: Wayne McCullen  
Wayne McCullen

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
72-6000931  
Taxpayer Identification Number

\_\_\_\_\_  
N/A  
Duns Number

WITNESSES:

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

Michelle Darvell  
Karla Comtade

BY: S. A. L.  
for Secretary

RECOMMENDED FOR APPROVAL:

BY: Daniel / S.  
per Division Head

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Mims as follows, to-wit:

**RESOLUTION NO. 019 OF 2012**

**RESOLUTION RE-APPOINTING CLIFFORD LUTTRELL AND  
TOMMY CHESTER AS MEMBERS OF THE  
NATCHITOCHES FIRE AND POLICE CIVIL SERVICE BOARD**

**WHEREAS**, the terms of office of Mr. C. T. Luttrell and Mr. Tommy G. Chester as the college list board members of the Natchitoches Municipal Fire and Police Civil Service Board will expire May 8, 2012; and

**WHEREAS**, the Natchitoches City Council wishes to reappoint C. T. Luttrell and Tommy G. Chester as the College List Board Members on the Fire and Police Civil Service Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches does, in legal session convened, does hereby appoint C. T. Luttrell and Tommy G. Chester as members of the Natchitoches Municipal Fire and Police Civil Service Board for the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Mims, McCain, Morrow, Payne</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 12<sup>th</sup> day of March, 2012.

  
WAYNE McCULLEN, MAYOR

RESOLUTION NUMBER: 020

DATE: March 12, 2012

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. McCain and seconded by Mr. Nielsen as follows:

**RESOLUTION**

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

**WHEREAS**, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for Airport Layout Plan; and

**WHEREAS**, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will provide the necessary funding for the Airport Layout Plan and reimburse the sponsor up to 125,000.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN: 935-01-0029, H.009683, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

<b>YEAS:</b>	<b>McCain, Nielsen, Mims, Morrow, Payne</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>

**WHEREUPON**, the Resolution was declared adopted on the 12<sup>th</sup> day of March 2012.

**CITY OF NATCHITOCHES**

BY: Wayne McCullen  
(Signature)

Wayne McCullen

TITLE: Mayor

ATTEST: Chae S. Stuckert  
(Signature)

TITLE: Clerk

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. 935-01-0029 H.009683  
ALP UPDATE  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this 9<sup>th</sup> day of April, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to the Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the Natchitoches Regional Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project as listed in the 2011-2012 (30GA) Aviation Needs and Project Priority Program; and

WHEREAS, reimbursement for project costs will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I – PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of updating the Airport Layout Plan.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. Three (3) separate Sponsor Certifications incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after each specified phase of the project as indicated in the Certifications attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed \$125,000. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

## ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the plans and specifications. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. **Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.**

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party to the contract between the Sponsor and its consultant/contractor.

## ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all

times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

#### ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

#### ARTICLE IX – REAL PROPERTY ACQUISITION

9.1 Real Property Acquisition is addressed in the Sponsor Certification #2 incorporated by reference herein and attached to and made a part of this agreement. This Sponsor Certification must be submitted to DOTD after real Property is acquired or leased, or a contract has been executed thereto.

9.2 If any funds covered by this agreement are to be used for the purchase of immovable property, the Sponsor shall have prepared a Phase I Environmental Site Assessment of the property. This assessment shall be prepared in accordance with the latest edition of ASTM E 1527, by an experienced environmental consultant qualified to perform the assessment. Any purchase agreement shall contain an agreement by the seller that it shall warrant and guarantee to the Sponsor that the property is free of all hazards identified by the environmental assessment as existing or suspected and this guarantee shall be a part of any act of sale for the immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and/or guarantee, shall be provided to DOTD. Where land acquisition is a pre-requisite to construction, the Sponsor shall provide DOTD with proof of ownership prior to starting construction.

#### ARTICLE X - BID PROCESS

10.1 Construction projects shall be advertised in accordance with Louisiana Revised Statutes.

10.2 Sponsor shall solicit bids for the services, labor and materials needed to construct the project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State. Sponsor shall also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete the project. DOTD may request review of the documents at any time. Sponsor shall maintain copies of the three lowest bidders' proposal sheets and bid bonds. The Sponsor shall also maintain:

1. The bid tabulation, including engineer's estimate, verified by the Sponsor.

2. Contractor's Equal Employment Opportunity plan.
3. A statement of contractor's qualifications.
4. Proof of publication of the advertisement for bids.
5. A non-collusion affidavit.
6. The Sponsor's official action, recommending acceptance of the bid submitted by the lowest qualified bidder.

10.3 The award of a contract shall be made within 30 calendar days of the date specified for public opening of bids, unless extended by the Sponsor. The contract and bond shall be recorded in the Clerk of Court's office for the parish or parishes where the project is to be constructed.

10.4 Following the execution of the contract, the Sponsor shall send to DOTD one copy of the executed contract, and project's bid set specifications with the plans bound in the specifications book as an attachment on 11" x 17" fold-out paper. The Sponsor shall also maintain insurance certificates and proof of recordation of the original contract performance bond.

#### ARTICLE XI – CONSTRUCTION

11.1 The Sponsor shall provide technical administration and inspection including testing during the project construction. The Sponsor may utilize its consultant to provide these services through preparation of a supplemental agreement to the original ESA or may hire a third party to provide these services.

11.2 A pre-construction meeting shall be held at the airport within fifteen (15) working days after the LA DOTD has given approval to start construction. Construction contracts need not be signed prior to the pre-construction meeting, but must be signed prior to starting work. The Sponsor (or consultant) shall host the meeting and follow the current DOTD/FAA Pre-Construction Check-List. Within five (5) days following the meeting, copies of the Pre-Construction Check-List, along with minutes of the meeting, shall be sent to all parties requesting copies. Tenants shall be notified of the pre-construction meeting and status meetings. They shall also be notified in writing ten (10) working days prior to any planned runway/airport closures. Periodic inspections may be made by DOTD.

11.3 The Sponsor is responsible for maintaining project construction records in accordance with DOTD standards for a minimum of three (3) years. All construction directives, procedures, and documents of pay records shall be available for inspection by DOTD.

11.4 The project specifications shall be used as the basis for all construction. If there is an error or discrepancy in the specifications, the policies and procedures of FAA and/or DOTD shall be used to make corrections. A plan change shall be required, and the Sponsor may be liable for any additional cost. DOTD may participate in such eligible cost, only if funds are available. The ability of DOTD to participate in the financial cost increase may be reviewed after the project is complete and at the end of the State's fiscal year, to determine if funds are available.

## ARTICLE XII – CIVIL RIGHTS

12.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

12.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

## ARTICLE XIII – DBE REQUIREMENTS

13.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

13.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

13.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

13.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

13.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

ARTICLE XIV – FINAL INSPECTION, ACCEPTANCE, REIMBURSEMENT & SPONSOR  
CERTIFICATION

14.1 FINAL INSPECTION: The Sponsor shall schedule and conduct an inspection of the project no later than ten (10) working days after substantial completion. The Sponsor shall give notification of the inspection, in writing, at least five (5) working days in advance of the inspection to DOTD, the contractor, and other attendees as appropriate. If deficiencies are discovered during the inspection, the Sponsor shall document the deficiencies, determine a dollar value and coordinate completion dates with the contractor for correcting the deficiencies. Once all the deficiencies are corrected the Sponsor will conduct a final inspection and determine that they have been corrected. The Sponsor shall then prepare the Letter of Acceptance.

14.2 Forty-five (45) days after recording the final acceptance of the project, the contractor shall submit to the Sponsor a Clear Lien Certificate from the Recorder's office of the parish or parishes in which the work was performed. If the contractor is unable to obtain a Clear Lien Certificate, the Sponsor may deposit the retainage with the court of competent jurisdiction.

14.3 The Sponsor's Letter of Acceptance shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ \_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

14.4 The Sponsor shall also submit with the Letter of Acceptance the following:

1. An updated Airport Layout Plan (ALP), if applicable; and
2. Upon completion of the project, the consultant shall prepare as-built plans and specifications with final quantities for the project, to include any changes made to the original design during construction, on a CAD CD. These shall be labeled with the state project number, project description and airport name. Electronic files shall not be compressed for mailing; and
3. Sponsor Certification #3 incorporated by reference herein, and attached to and made a part of this agreement, which must be completed and signed.

14.5 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

ARTICLE XV - OPERATION & MAINTENANCE RESPONSIBILITY

15.1 Upon final acceptance of the project, the Sponsor shall assume ownership of the improvements and assume all operations and maintenance costs of the facilities for a period of

not less than twenty (20) years. Non-aviation activities shall require written approval from DOTD.

15.2 Should the Sponsor choose to begin operations prior to executing the Letter of Acceptance, the Sponsor then assumes full responsibility for such actions.

#### ARTICLE XVI – HOLD HARMLESS AND INDEMNITY

16.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

16.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XVII – CANCELLATION

17.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

ARTICLE XVIII – AMENDMENT

18.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

18.2 IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McPheary  
(Witness for First Party)

Carol S. Steadman  
(Witness for First Party)

BY: Wayne McCullen  
(Signature)

Wayne McCullen

Typed or Printed Name

Mayor

Title

72-6000931

Sponsor's Federal Identification Number

**WITNESSES:**

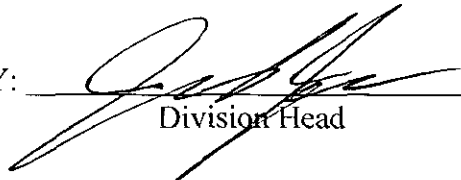
Michelle Darnell  
(Witness for Second Party)

Karen Kaplan  
(Witness for Second Party)


**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By:   
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY:   
Division Head

**APPROVED AS TO FORM**

BY:   
Aviation Division

BY:   
Aviation Division

The following Resolution was Introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

**RESOLUTION NO. 021 OF 2012**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF  
NATCHITOCHES AND ELA GROUP, INC FOR THE CONSTRUCTION OF  
AN 80' X 100' HANGAR AT THE NATCHITOCHES REGIONAL AIRPORT**

**LA DOTD PROJECT NO. 935-01-0034  
(BID NO. 0509)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to ELA GROUP, INC by Ordinance No. 042 of 2011 in the amount of \$406,760.00 for the construction of an 80' X 100' Hangar at the Natchitoches Regional Airport; and,

**WHEREAS**, on February 29, 2012, CONTRACTOR issued Change Order No. 1, fully described in attached Exhibit C.O.-1; and

**WHEREAS**, the contract sum will be decreased by this Change Order No. 1 in the amount of \$1,745.00 and the revised contract total will be \$405,015.00; and,

**WHEREAS**, the project engineer, Mike Corkern of Airport Development Group Inc. has recommended this change order; and,

**WHEREAS**, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, Airport Development Group Inc.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Morrow, Nielsen, Mims, McCain</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 12<sup>th</sup> day of March, 2012.

  
WAYNE McCULLEN, MAYOR

## CHANGE ORDER NO. ONE

State of Louisiana

LA DOTD Project No. 935-01-0034

Airport Name: Natchitoches Regional Airport

Contractor: ELA Group, Inc.

City: Natchitoches

Schedule No. II

To ELA Group, Inc. contractor.

You are hereby ordered to make the following change in the plans and/or specifications for the above designated Project:

1. Description of change to be made:
  - A. Remove water line, fire alarm, underground electrical service and liner panel from project as bid. Change roof from standing seam to PBR screw down roof. Add 880 square feet of additional concrete apron, add two exterior lights and place all exterior lights on one photo cell.

2. Reason for ordering change:
  - A. The City requested these changes.

3. Settlement for the cost of the above change is to be made as follows:
  - A. Schedule I and Schedule III  
See Exhibit CO-1, attached.

*(3) originals  
sent to Larry  
Cooper 3-14-12*

4. Contract Time:

- Original Contract Time	90 working days
- Current Contract Time	90 working days
- Net increase this Change Order	10 working days
- New Contract Time	100 working days

5. Summary of Costs:

- Original Contract Amount:	
Schedule II (Construct 80' x 100' Hangar and 20' x 80' Concrete Apron	<u>\$406,760.00</u>
Total:	\$406,760.00
- Net decrease of this Change Order:	(\$1,745.00)
- Total increase of all previous Change Orders:	\$0.00
- Total decrease of all change orders to this date:	(\$1,745.00)
- Total Estimated Contract Costs:	
Schedule II (Construct 80' x 100' Hangar and 20' x 80' Concrete Apron	<u>\$405,015.00</u>
Total:	\$405,015.00

Prepared by: Mark L. J. Associate Principal 2/21/12  
ADG Representative Title Date

Agreed to by: Wayne McCullen Mayor 3-13-12  
Sponsor's Authorized Rep. Title Date

Agreed to by: Edward Ayala J. Project Manager 2/29/12  
Contractors Authorized Rep. Title Date

## **Schedule II**

Change Order Number 1										
Item No.	Description	Bid Quantity	Unit	Unit Price	Total Cost	Change in Quantity	Unit Price	Amount	New Total	
1	Construct 80' x 100' Hangar and 20' x 100' Concrete Apron	1	L.S.	\$ 406,760.00	\$ 406,760.00				406,760.00	
Items Added by Change Order No. Two (2)										
2	Remove Water Line	1	L.S.			(1)	\$ 3,312.00	\$ (3,312.00)	(3,312.00)	
3	Remove Fire Alarm and Underground Service to Hangar	1	L.S.			(1)	\$ 6,500.00	\$ (6,500.00)	(6,500.00)	
4	Remove Liner Panels	1	L.S.			(1)	\$ 2,200.00	\$ (2,200.00)	(2,200.00)	
5	Change Roof from Standing Seam to Screw Down	1	L.S.			(1)	\$ 8,200.00	\$ (8,200.00)	(8,200.00)	
6	Add Concrete Apron	880	S.F.			880	\$ 18.18	\$ 16,000.00	16,000.00	
7	Add Two Exterior Lights and Install One Photo Cell	1	L.S.			1	\$ 2,467.00	\$ 2,467.00	2,467.00	
Total Schedule II:					\$	406,760.00	Net Change for Schedule II		\$ (1,745.00)	\$ 405,015.00

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. McCain as follows, to-wit:

**RESOLUTION NO. 022 OF 2012**

**A RESOLUTION APPOINTING STACY McQUEARY  
AS CLERK OF THE COUNCIL  
FOR THE CITY OF NATCHITOCHES**

**BE IT RESOLVED** that the City Council does hereby take cognizance of the recommendation of Mayor Wayne McCullen that Stacy McQueary be appointed as Clerk of the Council for the City of Natchitoches, in accordance with Section 2.08 of the Home Rule Charter, and

**IT IS FURTHER RESOLVED** that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Mims, McCain, Nielsen**  
**NAYS: None**  
**ABSENT: None**  
**ABSTAIN: Morrow, Payne**

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 3 Ayes to 0 Nays, with 2 abstaining, this the 12<sup>th</sup> day of March, 2012.

  
WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. McCain and Seconded by Ms. Morrow, as follows, to-wit:

**RESOLUTION NUMBER 023 OF 2012**

**A RESOLUTION APPROVING WORK ORDER ADDENDUM NO. TWO REVISED 2/12 TO THE GENERAL SERVICES AGREEMENT NO. ONE BETWEEN AIRPORT DEVELOPMENT GROUP, INC. AND THE CITY OF NATCHITOCHES TO EXTEND THE SCOPE OF WORK TO CONSTRUCT NEW 100' X 80' SERVICE HANGAR WITH APRON, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, WAYNE MCCULLEN, TO EXECUTE SAID WORK ORDER ADDENDUM NO. TWO REVISED 2/12, PROVIDING FOR ADVERTISING AND AN EFFECTIVE DATE.**

**CITY BID NO. 0504  
LaDOTD PROJECT NO. 935-01-0034**

**WHEREAS**, by Resolution No. 12 of 2010, the Natchitoches City Council authorized the Mayor to execute a General Services Agreement with Airport Development Group, Inc. for professional services associated with the Natchitoches Regional Airport; and

**WHEREAS FURTHER**, by Resolution 044 of 2010, the Natchitoches City Council authorized the execution of Work Order Addendum No. Two to the Open General Services Agreement with Airport Development Group, Inc. for engineering services for the purchase of a 100 foot by 120 foot hanger; and

**WHEREAS FURTHER**, bids for the total project came in well above the allocated funds and the proposed Service Hangar was downsized to 100' x 80' and rebid as one complete package; and

**WHEREAS FURTHER**, the work described in Work Order Addendum No. Two Revised 2/12 to the Open General Service Agreement will enhance the Natchitoches Regional Airport and it is the opinion of the Council that it is in the best interest of the City to authorize Work Order Addendum No. Two Revised 2/12 and hereby approves its form and content.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened, that Mayor Wayne McCullen, be and is hereby authorized, directed and empowered to enter into and execute the attached Work Order Addendum No. Two Revised 2/12 with ADG.

**BE IT FURTHER RESOLVED** that the Mayor, or his assignee, be and he is hereby authorized to do all things necessary and proper in connection herewith.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>McCain, Morrow, Payne, Nielsen, Mims</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 12<sup>th</sup> day of March, 2012.

  
WAYNE MCCULLEN, MAYOR

3/15/12  
Originals Sent  
to Edd Lee

SM

**WORK ORDER ADDENDUM NO. TWO Revised 2/12**  
**TO**  
**OPEN GENERAL SERVICES AGREEMENT NO. ONE**  
**BETWEEN SPONSOR AND ENGINEER FOR PROFESSIONAL SERVICES**

**THIS IS A WORK ORDER ADDENDUM** made by and between the **CITY OF NATCHITOCHES (SPONSOR)**, P.O. Box 37, Natchitoches, Louisiana, 71458-0037, and **AIRPORT DEVELOPMENT GROUP, INC. (CONSULTANT or ENGINEER)**, 3900 Lakeland Drive, Suite 501 C, Jackson, MS 39232 and 1776 S. Jackson Street, Suite 950, Denver, CO 80210.

For this **WORK ORDER ADDENDUM, AIRPORT DEVELOPMENT GROUP, INC.**, will be using the services of **NOWLIN & ASSOCIATES, INC.**, 740 Front Street, Natchitoches, Louisiana 71457 for land surveying services. Additionally, **GTL, INC.**, 226 Parkwood Drive, Alexandria, LA 71306 will be used for geotechnical investigation and testing.

**WITNESSETH:**

**WHEREAS, SPONSOR and ENGINEER** have heretofore entered into an open general services agreement between themselves for professional services, and

**WHEREAS,** parties hereto do now desire to add work by amending certain provisions of said agreement dated the 25<sup>th</sup> day of January 2010, between themselves, and to reduce said amendment to writing;

**NOW, THEREFORE,** in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

This work order addendum establishes the scope and payment for the following Basic Services:

1. Engineering design for construction project of approximately \$405K of airport improvements:

**1. Construct New 120' x 100' Service Hangar with Apron.**

2. Bidding the above improvements in two separate bids:

**1. Bid for the building from building manufactures.**

**2. Bid for the site work, foundation, building erection and electrical from contractors.**

Add the following to Section 1 of the Open General Services Agreement No. One solely for Basic Services for this work item:

1.1 General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil and electrical engineering services and customary services incidental thereto.

1.1.3 ENGINEER shall update the Airport Layout Plan to reflect changes accomplished by construction associated with this agreement.

## 1.2 Design Phase

After authorization to proceed from SPONSOR with the design phase for the above construction items, ENGINEER shall:

1.2.1. In consultation with SPONSOR, LA DOTD, and other interested parties, determine the extent of the project, and review all available data.

1.2.2. Prepare preliminary design documents consisting of design criteria, preliminary drawings, and specifications.

1.2.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable project costs (cost estimates).

1.2.4. Provide topographic and cross section survey as necessary to determine existing layout, grades and elevations.

1.2.6 Provide soils/pavement investigation to determine the thickness, nature and condition of existing soils and pavements as necessary in order to establish design criteria for new pavements, embankments and/or drainage structures.

1.2.7. On the basis of the preliminary design and the revised opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the project (hereinafter called "drawings"), specifications and contract documents in accordance with LA DOTD standards, as applicable.

1.2.8. Furnish to SPONSOR such documents and design data as may be required so that SPONSOR can obtain approval of the LA DOTD or any such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. If required, ENGINEER and/or SPONSOR shall certify such documents to the LA DOTD prior to advertising for bids.

1.2.9. Advise SPONSOR of any adjustments to the latest opinion of probable project cost caused by changes in extent or design requirements of the project or construction costs and furnish a revised opinion of probable project cost based on the final drawings and specifications.

1.2.10. Prepare a design engineer's report, including pavement design, estimates of final quantities and construction costs and identification of deviations from design standards as well as justification for such deviation. This report will be submitted at the time of submittal of final drawings and specifications to the SPONSOR and LA DOTD.

1.2.11. Prepare for review and approval by LA DOTD, SPONSOR, his legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.12. Furnish up to five copies of the above documents for review by SPONSOR and LA DOTD.

## 1.3 Bidding Phase (2 bids; 1 bid for the hangar building and 1 bid to be awarded to one prime contractor for construction)

After authorization from the LA DOTD and SPONSOR, to proceed with each bidding phase, ENGINEER shall:

- 1.3.1. Assist SPONSOR in obtaining bids, bid opening, and processing of bid documents, for one prime contract for construction, materials, equipment and services.
- 1.3.2. Furnish complete sets of approved drawings, specifications and contract documents for the bidding of the project per Public Bid Law R.S. 38:2212 A.(1)(e.)
- 1.3.3. Consult with and advise SPONSOR as to the requirements of LA R.S. 38:2215; 2216 and 2212(J) along with LA R.S. 38:2212.5.
- 1.3.4. Consult with and advise SPONSOR and LA DOTD as to the acceptability of substitute materials and equipment proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.3.5. Assist SPONSOR in evaluating bids or proposals and in assembling and awarding contracts.
- 1.3.6. Prepare, or assist in the preparation of, the applications for federal and state funds

This work order addendum also establishes the scope and payment for the following Special Services:

Special Services will include construction contract assistance, construction phase administration, construction inspection, acceptance testing & survey, final project acceptance, and project close-out.

Add the following to Section 2 of the Open General Services Agreement No. One solely for Special Services for this work item

## 2.1 Construction

During the construction phase ENGINEER shall:

- 2.1.1. Provide resident engineering oversight and construction observation with sufficient qualified inspectors full-time or part-time during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. Major work items will require full-time on-site inspection; other work items will require part-time observation. ENGINEER shall issue such instructions to the Contractor's construction superintendents as are necessary to protect the SPONSOR's interest to the same extent as would the SPONSOR himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.
- 2.1.2. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for SPONSOR that the completed work of Contractors is in accordance with the contract documents. ENGINEER shall endeavor to guard SPONSOR against defects and deficiencies in such work. ENGINEER may disapprove or reject work failing to conform to the contract documents.
- 2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and

equipment proposed by Contractors; and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the contract documents. The ENGINEER shall review Contractors' weekly payrolls and prepare and maintain necessary records of construction progress.

2.1.4. The ENGINEER shall subcontract a qualified firm to take acceptance tests and require the Contractor to perform quality control as necessary to meet the requirements of the Federal Aviation Administration, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be available to the SPONSOR, State and the FAA.

2.1.5. Issue all instructions of SPONSOR to Contractors; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the SPONSOR, State and the FAA for approval and signature before proceeding with the work. ENGINEER shall have authority, as SPONSOR's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of SPONSOR and Contractors relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. SPONSOR shall make decisions based on information and recommendations of the ENGINEER.

2.1.6. The ENGINEER will furnish the State and the SPONSOR a weekly construction progress and inspection report.

2.1.7. Based on ENGINEER's on-site observations as an experienced and qualified professional, the ENGINEER shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractors and recommend in writing, payments to Contractors in such amounts: such recommendations of payment will constitute a representation to SPONSOR, based on such observation and review, that the work has progressed to the point indicated, that, to the best of ENGINEER's knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractors; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to SPONSOR free and clear of any lien, claims, security interests or encumbrances, or that Contractors have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to LA DOTD for their respective participation payments. The ENGINEER will assist in preparation of LA DOTD payment requests.

2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement, including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.

2.1.9. When the project has been completed and is ready for final acceptance, the ENGINEER shall arrange for a final inspection of the finished work by the LA DOTD, SPONSOR, Contractors and the ENGINEER to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to SPONSOR and the Contractors that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.

2.1.10. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees and/or any other persons (except ENGINEER's own employees and/or agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained in paragraphs 2.1.1. through 2.1.10, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

2.1.11. Upon acceptance of the project, the ENGINEER shall prepare an ALP revision, record construction drawings and final report showing the constructed items, and shall provide the SPONSOR with one set of reproducible record drawings together with one copy of the drawings and report for the LA DOTD.

**ENGINEER** shall perform Basic and Special Services toward the construction of item A with payment per the following paragraphs to be added to Open General Services Agreement No. One solely for this work item:

5.1.1. For Basic Services, SPONSOR shall pay ENGINEER for basic services rendered under Section 1 as follows:

5.1.1.1.a Amount of payment for Item A:

Design	- a lump sum fee of	\$21,500. Revised (34,000)
Bidding	- a lump sum fee of	<u>\$ 6,500.</u> Revised (10,000)
Total Special Services		\$ 28,000. Revised (44,000)

5.1.2. For Special Services, SPONSOR shall pay ENGINEER for special services rendered under Section 2 as follows: For engineering/consulting services furnished under paragraph 2.1 and for resident services during the construction phase furnished under paragraphs 2.2 and 2.3, SPONSOR shall pay ENGINEER on the basis of payroll costs times a factor of 2.61 for services rendered by principals and employees assigned to this project. SPONSOR shall pay ENGINEER the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, SPONSOR shall pay ENGINEER a fixed fee of \$1,500.00 for item A.

5.1.2.1. Estimated special service costs are based upon the length of construction indicated and/or the amount of services provided. Fees will be renegotiated if construction time is substantially different or requested services substantially exceed those estimated. It is assumed that construction will be awarded with 90 working days requiring part-time inspection and part-time testing services.

Salaries and Other Expenses	\$ 9,000.
Fixed Fee	1,500.

Subcontract Inspection	18,500.	Revised (0)
Subcontract Surveying	500.	
Subcontract Testing	<u>2,500.</u>	Revised (4,000.)
Total Special Services	\$ 32,000.	Revised (15,000)

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$32,000 shall not be exceeded without prior approval of the SPONSOR.

5.1.2.2. Times of Payments.

ENGINEER shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. SPONSOR shall make prompt monthly payments in response to ENGINEER's monthly statements. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the SPONSOR and FAA not more than 120 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SPONSOR:**

CITY OF NATCHITOCHES

By Wayne McCullen  
Wayne McCullen, Mayor

Attest: Carol S. Stecher

**CONSULTANT:**

AIRPORT DEVELOPMENT GROUP, INC.

By Michael B. Corkern, Jr.  
Michael B. Corkern, Jr., Associate Principal

Attest: AKB

Resolution No. 10, 2012

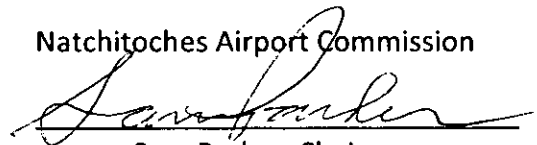
*Resolution: Approving Proposed Revised Work Order  
Addendum No. Two*

WHEREAS, the Natchitoches Regional Airport Commission has discussed and agreed to the proposed Work Order Addendum No. Two Revised 2/12 for professional services between Airport Development Group, Inc. and the City of Natchitoches; said proposed revision lowers the total fee (\$1,000.00).

BE IT RESOLVED, that the Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve Work Order Addendum No. Two Revised 2/12 as proposed by Airport Development Group, Inc.

THUS DONE AND SIGNED this the 22 day of February, 2012 as per agreement of the members of the Natchitoches Regional Airport Commission at its regular monthly meeting held on Tuesday, February 21, 2012.

Natchitoches Airport Commission



Sam Parker, Chair

RESOLUTION NUMBER: 024

DATE: March 12, 2012

The City of Natchitoches of the Parish of Natchitoches met in regular session on this date. The following resolution was offered by Mr. Mims and seconded by Mr. McCain as follows:

**RESOLUTION**

A resolution authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Natchitoches Regional Airport.

**WHEREAS**, Act 451 of the 1989 Regular Session of the Louisiana Legislature authorized the financing of certain airport improvements from funds appropriated from the Transportation Trust Fund; and

**WHEREAS**, the City of Natchitoches has requested funding assistance from the LA DOTD to/for the Seal Coat Taxiways; and

**WHEREAS**, the stated project has been approved by the Louisiana Legislature and the LA DOTD is agreeable to the implementation of this project and desires to cooperate with the City of Natchitoches according to the terms and conditions identified in the attached Agreement; and

**WHEREAS**, the LA DOTD will provide the necessary funding for the Seal Coat Taxiways project and reimburse the sponsor up to 133,815.00 of project cost.

**NOW THEREFORE, BE IT RESOLVED** by the City of Natchitoches that it does hereby authorize the Mayor to execute an Agreement for the project identified as SPN H.009669, more fully identified in the Agreement attached hereto.

This resolution shall be in full force and effect from and after its adoption.

The aforesaid resolution, having been submitted to a vote, the vote thereon was follows:

YEAS:	Mims, McCain, Morrow, Payne, Nielsen
NAYS:	None
ABSENT:	None

**WHEREUPON**, the Resolution was declared adopted on the 12<sup>th</sup> day of March, 2012.

**CITY OF NATCHITOCHES**

BY: Wayne McCullen  
(Signature)

\_\_\_\_\_  
Wayne McCullen

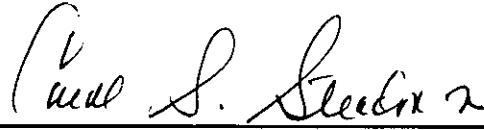
TITLE: Mayor

ATTEST: Paul S. Linder  
(Signature)

TITLE: Clerk

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the *City of Natchitoches* of Natchitoches Parish, Louisiana in regular session convened on this the 12<sup>th</sup> day of March, 2012.

A handwritten signature in cursive script, appearing to read "Paul S. Steedman".

Secretary of Sponsor)

TITLE: Clerk



BOBBY JINDAL  
GOVERNOR

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245

[www.dotd.la.gov](http://www.dotd.la.gov)

(225) 379-3050

April 9, 2012



SHERRI H. LEBAS, P.E.  
SECRETARY

STATE PROJECT NO. H.009669  
SEALCOAT TAXIWAYS  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

The Honorable Wayne McCullen  
Mayor, City of Natchitoches  
Post Office Box 37  
Natchitoches, Louisiana 71457

Re: Sponsor/State Agreement

Dear Mayor McCullen:

Transmitted is one (1) original copy of your fully executed Sponsor-State Agreement between the City of Natchitoches and DOTD for the referenced project.

Thank you for your support in this matter. Should you have any questions regarding this project, feel free to contact Ms. Tanya Schulingkamp (225)379-3048 or e-mail [tanya.schulingkamp@la.gov](mailto:tanya.schulingkamp@la.gov).

Sincerely,

A handwritten signature in cursive script that reads "Tonia Summerell".

TONIA SUMMERELL  
ASSISTANT AVIATION PROGRAM MANAGER

Attachment (1)  
cc: Ms. Tanya Schulingkamp

RECEIVED

APR 16 2012

OFFICE OF THE MAYOR



BOBBY JINDAL  
GOVERNOR

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

P.O. Box 94245  
Baton Rouge, Louisiana 70804-9245  
www.dotd.louisiana.gov



SHERRI H. LEBAS, P.E.  
SECRETARY

September 2, 2012

Honorable Lee Posey  
Mayor, City of Natchitoches  
P.O. Box 37  
Natchitoches, LA 71458

Subject: Revised State Funding for the Natchitoches Regional Airport's Sealcoat All Taxiway project due to unexpected repairs to associated runway 7-25.

Dear Mayor Posey:

Per your request, the funding for the State Project indicated below has been increased. Funding for this project is as follows:

State Project Number	State's Previous Funding Amount	Amount Increased By	State's New Funding Amount
H.009669	\$133,815.00	\$15,075.00	\$148,890.00

By reference in the associated Sponsor State Agreement, the above stated "State's New Funding Amount" shall be binding in accordance with the terms of said agreement.

WHEREAS, the Louisiana Legislature has granted approval of funds as listed in the **2011-2012 (13GA)** Aviation Needs and Project Priority Program

Please acknowledge acceptance of this letter by endorsing below and returning this letter to DOTD Aviation Section.

Sincerely,

Col. Phil Jones  
Deputy Assistant Secretary  
Intermodal Transportation

ACKNOWLEDGEMENT:

I acknowledge the funding increase for this project stated herein and accept this codicil as integral to the Sponsor State Agreement for the above specified State Project Number.

Sponsor's Printed Name: Lee Posey

Sponsor's Signature

Sponsor's Title Mayor

Date Signed

Lee Posey  
9-12-12

cc: Mr. Larry Cooper

STATE OF LOUISIANA  
**DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

AGREEMENT

STATE PROJECT NO. H.009669  
SEALCOAT TAXIWAYS  
NATCHITOCHES REGIONAL AIRPORT  
NATCHITOCHES PARISH

THIS AGREEMENT, made and executed in three (3) original copies on this the 9<sup>th</sup> day of April, 2012, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as "DOTD", and the City of Natchitoches, a political subdivision of the State of Louisiana, responsible for all matters pertaining to Natchitoches Regional Airport, hereinafter referred to as "Sponsor";

WITNESSETH: That;

WHEREAS, the Sponsor has requested funding assistance to finance certain improvements at the Natchitoches Regional Airport as described herein; and,

WHEREAS, Act 451 of the 1989 Regular Session of the Louisiana Legislature, authorized the financing of the certain airport improvements from funds as appropriated from the Transportation Trust Fund; and,

WHEREAS, the Louisiana Legislature has granted approval of the project listed in the 2011-2012 (13GA) Aviation Needs and Priority Program; and

WHEREAS, reimbursement for the project cost will not exceed the estimated project cost as approved by the legislature and allocated to the DOTD Aviation Program for the fiscal year in which the project was approved by the legislature, unless DOTD agrees to participate in the increase and additional funds become available; and

WHEREAS, DOTD is agreeable to the implementation of this project and desires to cooperate with the Sponsor provided certain requirements are adhered to as hereinafter provided:

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

## ARTICLE I - PROJECT DESCRIPTION

1.1 The improvement that is to be undertaken under this project will consist generally of seal coating on all taxiways.

1.2 The project numbers and title of this agreement will be used for identification purposes on all correspondence, plans, progress reports, invoices, et cetera, prepared in the performance of these services.

## ARTICLE II - PROJECT RESPONSIBILITY

2.1 DOTD employees will not be required to supervise or perform such other services in connection with the development of this project except as specifically set forth herein; however, the Sponsor will assume full responsibility and Sponsorship for the project development and shall hold DOTD harmless in the event of any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this agreement.

## ARTICLE III – CERTIFICATION AND COMPLIANCE

3.1 Sponsor certifies by the signing of this agreement that each phase of this project, as well as all documents associated with this project, will be completed in accordance with all applicable Federal and State guidelines and/or regulations. It is solely the responsibility of the Sponsor to certify the appropriate development, completion and authenticity of all work and documents required of the Sponsor throughout this project. A separate Sponsor Certification incorporated by reference herein and attached to and made part of this agreement, shall be completed, signed and sent to DOTD after the specified phase of the project as indicated in the Certification attached hereto.

3.2 DOTD does not provide certification of any document nor work performed and is not responsible for same in accordance with Article II as stated above.

## ARTICLE IV – FUNDING

4.1 Except for services hereinafter specifically listed to be furnished at the expense of the Federal Aviation Administration (hereinafter referred to as FAA), DOTD or the Sponsor, the cost of this project will be shared between FAA and DOTD, with DOTD contributing an amount not to exceed \$133,815.00. With a written request from the Sponsor, DOTD may authorize, via letter, the approval of reimbursements over the amount here specified. **All such overages may not be approved until after the project is complete and at the end of the State's fiscal year, to determine if funds are available after all higher priorities have been considered.** The Sponsor, at its own expense, may incorporate items of work not eligible for DOTD participation into the construction contract if it so desires.

4.2 The continuation of this agreement is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the

appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### ARTICLE V – TAXES

5.1 Sponsor agrees that the responsibility for payment of taxes, if any, from the funds received under this agreement, supplements and/or legislative appropriation shall be the Sponsor's obligation and shall be identified under Federal Tax Identification Number shown on the signature page.

#### ARTICLE VI - COST REIMBURSEMENTS

6.1 The Sponsor shall submit its request for reimbursement on the approved LADOTD-Aviation Division form titled LADOTD REQUEST FOR REIMBURSEMENT FOR AIRPORT PROGRAMS, and only for work that has been completed and for eligible expenses incurred that have been paid in full by the Sponsor. The request for reimbursement shall not exceed one (1) submittal per month; and shall be not less than the amount of \$250.00 (state share), except for the final Request for Reimbursement, which can be for any remaining amount.

6.2 The Sponsor shall maintain invoices and copies of the checks for invoice payments for reimbursement. Both the engineer and Sponsor shall certify that the completed work shown on each payment request is an accurate representation of the work accomplished during the estimated period and that the work substantially complies with the scope as described within this agreement. All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Program Manager and/or Audit Officer. The Sponsor shall withhold retainage in accordance with State Law (i.e., 10% up to \$500,000 and 5% thereafter).

6.3 The Sponsor acknowledges that DOTD will not participate in the cost of those items not done in accordance within the scope as described within this agreement. In this event, the Sponsor will be obligated to assume full financial responsibility.

6.4 The Sponsor shall submit all final billings for all phases of work within three months after the final inspection of the project unless prior arrangements have been made with DOTD. **Failure to submit these billings prior to the completion of this three-month period shall result in the project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Sponsor.**

6.5 The Sponsor shall reimburse DOTD any and all amounts, which may be cited by DOTD due to the Sponsor's noncompliance with Federal/State laws and/or regulations. The cited amounts reimbursed by the Sponsor shall be returned to the Sponsor upon clearance of the citation(s). Additionally, no new projects will be approved until such time as the cited amount is reimbursed to DOTD.

6.6 DOTD's participation in the project shall in no way be construed to make DOTD a party

to the contract between the Sponsor and its consultant/contractor.

#### ARTICLE VII – COST RECORDS

7.1 The Sponsor and all others employed by it in connection with this project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall keep such material available at their respective offices at all times during the contract period and for three years from the date of final payment for the project. Additionally, all such materials shall be available for inspection by DOTD, the Legislative Auditor, the FAA, or any authorized representative of the federal government under applicable state and federal regulations, at all reasonable times during the contract period and for three years from the date of final payment.

#### ARTICLE VIII – ENGINEERING

8.1 The Sponsor is responsible for assuring all necessary surveys, engineering reports, plans, specifications and cost estimates for the project are in accordance with the applicable FAA/DOTD requirements, and the sponsor shall submit one (1) copy of the executed Engineering Service Agreement to DOTD along with Sponsor Certification #1 which is incorporated by reference herein and attached to and made a part of this agreement.

#### ARTICLE IX – CIVIL RIGHTS

9.1 The Sponsor agrees that the project shall be developed in full, in accordance with the principles and intents contained in DOTD's latest Title VI Plan and that the same or closely related procedures providing for involvement of the Sponsor designated civil rights specialist in appropriate key stages of project development as identified in the aforementioned Title VI Plan, will be followed.

9.2 Further, the Sponsor agrees that its own employment policies and practices shall afford fair and nondiscriminatory employment opportunities to all employees and applicants for employment and that a viable affirmative action program is maintained in the interest of increasing employment opportunities for minorities, women and other disadvantaged persons. It is understood that the Sponsor, as a recipient of federal financial assistance under this agreement, is subject to monitoring and review of its civil rights activities by DOTD and agrees to cooperate with DOTD officials in the achievement of civil rights objectives prescribed in the agreement and in any contracts resulting herefrom.

#### ARTICLE X – DBE REQUIREMENTS

10.1 It is the policy of the U.S. Department of Transportation that small business firms owned and controlled by socially and economically disadvantaged persons and other persons defined as eligible in Title 49 Code of Federal Regulations, Part 26 (49 CFR 26) shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the requirements of 49 CFR 26 apply to this project.

10.2 The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises

(DBE) as defined in 49 CFR 26, have maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The Sponsor or its contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that such firms have maximum opportunity to compete for and perform contracts. The Sponsor or its contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.

10.3 The preceding Policy and DBE Obligation shall apply to this project and shall be included in the requirements on any contract or subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of this agreement and, after notification by DOTD, may result in termination of this agreement by DOTD, or other such remedy, as DOTD deems appropriate.

10.4 The Sponsor or its contractor shall utilize the services of banks in the community, which are owned and controlled by minorities, when feasible and beneficial.

10.5 The above requirements shall be expressly included in and written in all subcontracts entered by the Sponsor or contractor.

#### ARTICLE XI – ACCEPTANCE & FINAL REIMBURSEMENT

11.1 With in three (3) months of completion of the project, the sponsor shall submit the following:

The Sponsor's Letter of Acceptance which shall include the following:

1. The (Sponsor) is satisfied with and accepts the project as accomplished by the contractor, \_\_\_\_\_, who has satisfactorily completed all requirements of the contract.
2. The final Reimbursement Request of \$ \_\_\_\_\_ is enclosed and verifies all amounts remaining due and the release of retainage.

11.2 The Sponsor shall also submit with the Letter of Acceptance the following:

1. A copy of the completed (Airport Master Plan, Airport Action Plan, Exhibit "A" Property Map, Update to Airport Certification Manual, etc.);
2. An updated Airport Layout Plan (ALP), if applicable; and

11.3 DOTD will not approve the Sponsor's request for the final reimbursement until each of the above items are received and are satisfactorily completed.

11.4 Title to the project right-of-way shall be vested in the Sponsor and shall be subject to DOTD and FAA requirements and regulations concerning operations, maintenance, abandonment, disposal, and encroachments.

#### ARTICLE XII – HOLD HARMLESS AND INDEMNITY

12.1 Sponsor agrees and obligates itself, its successors and assigns, to defend, indemnify, save, protect and hold forever harmless and provide a defense for DOTD, its officials, officers and employees against any and all claims that may be asserted by any persons or parties resulting from violation by the Sponsor, its employees, agents and/or representatives of the requirements

of all State laws applicable to the project. Further, Sponsor agrees that it shall hold harmless and indemnify, and provide a defense for DOTD, its officials, officers and employees, against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs, to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of Sponsor or any of the above, growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors, or any person engaged in or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to, any omissions, defects or deficiencies in the plans, specifications or estimates or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction, or construction engineering cost incurred or any other claim of whatever kind or nature arising from, out of, or in any way connected with the project, to the extent permitted by law.

12.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to any obligation by DOTD herein, or to authorize any third person to have any action against DOTD arising out of the agreement.

#### ARTICLE XIII – CANCELLATION

13.1 The terms of this agreement shall be binding upon the parties hereto until the work has been completed and accepted, and all payments required to be made to the Sponsor have been made. This agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Sponsor should it desire to cancel the project prior to the receipt of bids, provided any cost that has been incurred for the preparation of plans shall not be eligible for reimbursement by DOTD or FAA.
3. By DOTD due to the lack of available State or Federal funding for the project.

#### ARTICLE XIV – AMENDMENT

14.1 The parties hereto agree that any change in the project shall be in writing and signed by both parties. DOTD funding participation increases will be approved via letter from DOTD.

14.2 IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their respective officers, who are authorized to execute any and all subsequent documents relative to this project, and whose authority is deemed to be continuing as of the day and year first above written. Certification of this document is by Sponsor's Resolution herein included.

WITNESSES:

CITY OF NATCHITOCHES

Stacy McCreary  
(Witness for First Party)

Carol S. Leachman  
(Witness for First Party)

BY: Wayne McCullen  
(Signature)

Wayne McCullen

Typed or Printed Name

Mayor

Title

726000931

Sponsor's Federal Identification Number

**WITNESSES:**

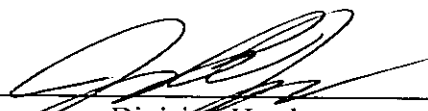
Michelle Darnell  
(Witness for Second Party)

Karen Laffey  
(Witness for Second Party)

**STATE OF LOUISIANA  
THROUGH THE DEPARTMENT OF  
TRANSPORTATION AND  
DEVELOPMENT**

By:   
Assistant Secretary

**RECOMMENDED FOR APPROVAL**

BY:   
Division Head

**APPROVED AS TO FORM**


BY: Tanya Hernandez Schulz-Kamp  
Aviation Division

BY: Tanya Summerell  
Aviation Division

The Mayor asked if there was any further business to be brought before the Council.

There being none, Mr. Mims made a motion to adjourn the meeting, Mr. McCain seconded the motion, and the meeting was adjourned at 7:47 p.m.

  
WAYNE McCULLEN  
MAYOR

  
DON MIMS  
MAYOR PRO TEMPORE